

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SECURITY ADMINISTRATIONOPTION FOR PURCHASE OF FARM WITH FUNDS LOANED BY THE UNITED STATES OF AMERICA
(LUMP SUM)
(VENDOR TO FURNISH TITLE INSURANCE)

1. In consideration of the sum of One Dollar (\$1) in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Seller"), who covenants that he is the owner thereof, hereby, for himself, executors, administrators, successors, and assigns, offers and agrees to sell and convey to Cassie Killingsworth or such other person as may be designated in his stead by the Regional Director of the Farm Security Administration of the United States Department of Agriculture for the region in which the land hereinafter described is located (hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described lands, located in the county of Shelby, State of Alabama:

All of the Southwest Quarter of the Southwest Quarter of Section 17, except one acre in the Northeast corner of that Quarter-Quarter Section which is in the shape of a square, and also all of that part of the East Half of the Southeast Quarter of Section 18, which lies on the Southeast side of the right of way of the Southern Railway Company formerly the B, B & B Railroad Company, all situated in Township 22, Range 3 West, in Shelby County, Alabama

including all improvements and together with all rights, easements, and appurtenances thereunto belonging, and together with all water rights and water stock appertaining thereto, described as follows: None

The title to said land is to be conveyed free and clear except for the following reservations, exceptions, and leases, and no others:

1. A right of way granted to the Alabama Power Company on to-wit: March 22, 1939, to construct, operate and maintain its lines of poles and towers, etc. on that part of the Southeast Quarter of the Southeast Quarter which lies Southeast of the Southern Railway right of way, in Section 18, Township 22, Range 3 West, Shelby County, Alabama, and a house lease for occupancy as a residence given to C. E. Beam, an employee of the Montevallo Coal Mining Company, which said lease may be canceled on thirty days notice.

2. This option is given to enable the Buyer to obtain a loan from the United States acting by and through the Secretary of Agriculture (hereinafter called the "Government") pursuant to Title I of the Bank-head-Jones Farm Tenant Act, for the purchase of said lands.

3. The purchase price for said lands is the sum of \$ 1000.00 for the tract as a whole.

4. The Seller agrees to deliver, without charge to the Buyer, a policy of mortgagee title insurance in favor of the Government issued by such company as the Government shall approve, in the amount of the purchase price of said property, and to comply with all the requirements of such company, including the furnishing of an abstract of title and continuation thereof where required. The Seller further agrees that except as herein provided all taxes, liens, encumbrances, or other interests in third persons, will be satisfied or discharged by him, including stamp taxes and other expenses incidental to the preparation and execution of the deed and other evidences of title required by the Government. Upon failure of the Seller to furnish such policy of insurance within a reasonable time, the Buyer may procure such insurance, in which event the cost thereof shall be deducted from the purchase price herein provided.

5. The Seller further agrees to convey said lands to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner, and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee simple title to said lands meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

6. Taxes, water assessments, and other general and special assessments of whatsoever nature for the year in which the closing of title takes place, shall be prorated as of the date of the closing of title, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to the calendar year. If the closing of title shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

All 1941 taxes to be paid by vendor.

7. The Buyer will not assume or pay any share of prepaid insurance premiums.

8. This option may be exercised by the Buyer by mailing or telegraphing a notice of acceptance of the offer herein to Montevallo Coal Mining Company at Aldrich, in the city of Aldrich, State of Alabama, at any time while the offer herein shall remain in force. The offer herein shall be irrevocable for a period of two months from the date hereof, and shall remain in force thereafter until terminated by the Seller. Such termination may be effected by the Seller at any time after the expiration of such period by the giving of ten (10) days' written notice to the Buyer of such termination.

9. Loss or damage to the property by fire/from other act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

None

IN WITNESS WHEREOF, the Montevallo Coal Mining Company, has caused its corporate name to be hereunto subscribed by its ----- President, and its duly attested corporate seal to be hereunto affixed by its ----- Secretary, at Aldrich, State of Alabama, on the 9th day of June, 1941.

(CORPORATE SEAL)

Attest: (N) W. Stokes
Secretary

MONTEVALLO COAL MINING COMPANY,
By D. A. Thomas,
President

RECEIPT

Date June 13, 1941

Received of Cassie Killingsworth, of the county of Shelby, State of Alabama, the sum of one dollar (\$1) in consideration of the foregoing option to purchase the above-described land owned by me.

MONTEVALLO COAL MINING CO.
By D. A. Thomas,
(Seller) Pres.

Filed for record in this office on the 7th day of July, 1941, at 3 o'clock P. M. and recorded in Deed Record #111, page 567 and examined.

L. C. Walker,
Judge of Probate.